

Case No. 5:22-cv-80

EXHIBIT "B"

438th District Court

Case Summary

Case No. 2021CI24542

Jennifer Gillis ET AL VS Community Products, LLC ET AL

§
§
§Location: 438th District Court
Judicial Officer: 438th, District Court
Filed on: 11/29/2021

Case Information

Case Type: OTHER INJURY OR
DAMAGE

Case Status: 11/29/2021 Pending

Assignment Information

Current Case Assignment

Case Number 2021CI24542
Court 438th District Court
Date Assigned 11/29/2021
Judicial Officer 438th, District Court

Party Information

Lead Attorneys

Plaintiff Gillis, Jennifer

ITKIN, CORY D
Retained

GILLIS, TORY

WRIGHT, CHRISTOPHER A
Retained

Defendant Church Communities NY Inc.

Community Products, LLC

GUERRA, JOHN A
Retained

Medical Wholesale, LLC

WILKES, JASON
RetainedNorth East Independent School District LOPEZ, RICARDO R
RetainedLOPEZ, RICARDO R
Retained

Events and Orders of the Court

11/29/2021 New Cases Filed (OCA)

11/29/2021 PETITION

11/29/2021 JURY FEE PAID

12/01/2021 Citation

Community Products, LLC
Unserved
Church Communities NY Inc.
Unserved
North East Independent School District

Case Summary

Case No. 2021CI24542

Unserved
Medical Wholesale, LLC
Unserved

12/15/2021
ORIGINAL ANSWER OF
NORTH EAST INDEPENDENT SCHOOL DISTRICT, AFFIRMATIVE DEFENSES, AND PLEA TO THE JURISDICTION

12/15/2021 MOTION TO SET
of Hearing on Defendant North East Indep. Sch. Dist.'s Plea to the Jurisdiction

12/17/2021 AFFIDAVIT OF
Service ON Community Products, LLC d/b/a Rifton Equipment

12/17/2021 NOTICE
OF Resetting Hearing on Defendant's Plea to the Jurisdiction

12/20/2021 AFFIDAVIT OF
Saddi A. Frazier

12/21/2021 **SETTING ON PLEA TO THE JURISDICTION** (8:30 AM)

12/23/2021 NOTICE
RESETTING HEARING ON PLEA TO THE JURISDICTION

12/27/2021 NOTICE
Resetting Hearing (CORRECTED)

12/31/2021 ORIGINAL ANSWER OF
MEDICAL WHOLESALE, LLC AND VERIFIED DENIAL

01/04/2022 NOTICE OF ENTRY OF APPEARANCE OF ATTORNEY OF
CHRISTOPHER A. WRIGHT

01/07/2022 **SETTING ON PLEA TO THE JURISDICTION** (8:30 AM)
12/28/2021 Reset by Court to 01/07/2022

01/10/2022 NOTICE OF HEARING
Defendant North East ISD's Plea to the Jurisdiction

01/25/2022 NONSUIT
AS TO North East Independent School District and Medical Wholesale, LLC ONLY

01/26/2022 **SETTING ON PLEA TO THE JURISDICTION** (8:30 AM)

01/31/2022 ORIGINAL ANSWER OF
COMMUNITY PRODUCTS, LLC d/b/a RIFTON EQUIPMENT

01/31/2022 JURY DEMAND JURY FEE NOT PAID

Case Summary

Case No. 2021CI24542

1. The claims asserted arise under the common law of Texas. This Court has personal jurisdiction over Defendants because they are incorporated in Texas, have their principal places of business in Texas, conduct substantial business in Texas, have continuous and systematic contacts with the State of Texas, and/or the acts and omissions giving rise to the claim occurred in Texas.

2. Plaintiffs bring claims under the Texas Tort Claims Act (“TTCA”). This Court has jurisdiction over these claims because the TTCA waives Defendant North East Independent School District’s (“NEISD”) governmental immunity for claims involving personal injury or death resulting from the negligent acts and omissions of NEISD, Encino Park Elementary School, and/or their respective employees and agents acting within their scope of employment. TEX. CIV. PRAC. & REM. CODE § 101.021, 101.025. No exception to the waiver of immunity applies to reinstate NEISD’s sovereign immunity for these claims, and NEISD received notice of Plaintiffs’ claims as required by TEX. CIV. PRAC. & REM. CODE § 101.101.

3. Venue is proper pursuant to Texas Civil Practice and Remedies Code, Section 15.002. This case is not removable to federal court because there is not complete diversity.

II.

Discovery Level

4. Discovery in this matter may be conducted under Level 2 of the Texas Rules of Civil Procedure.

III.

Parties

5. Plaintiffs Jennifer Gillis and Tory Gillis are residents and citizens of Texas. Plaintiffs are the surviving parents of J.G., a deceased minor, and are Plaintiffs in their own capacities. Plaintiffs also bring this suit on behalf of the Estate of J.G. They bring this action pursuant to TEX. CIV. PRAC. & REM. CODE § 71.004 for their benefit and “for the benefit of all” persons entitled to recover damages as a result of J.G.’s death.

6. Defendant **Community Products, LLC d/b/a Rifton Equipment** is a foreign corporation which conducts a substantial amount of business in Texas. Defendant Community Products, LLC may be served with process through its registered agent: United Corporate Services, Inc., 815 Brazos Street Suite 500, Austin, Texas 78701.

7. Defendant **Church Communities NY Inc.** is a foreign corporation which conducts a substantial amount of business in Texas. Defendant Church Community NY Inc. may be served with process through its registered agent: Paracorp Incorporated, 3610 N. Josey Ln Suite 223, Carrollton, Texas 75007.

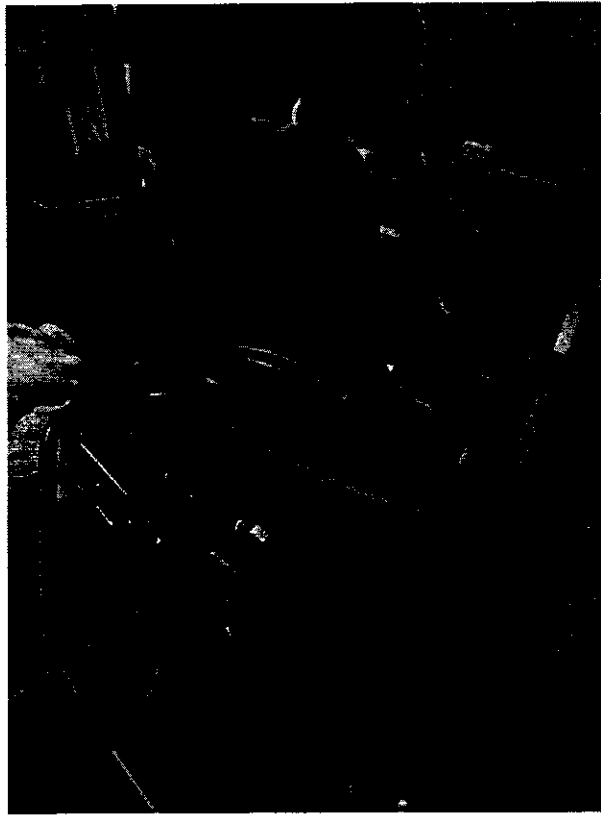
8. Defendant **North East Independent School District ("NEISD")** is a governmental agency as defined by the TTCA and is located in Bexar County, Texas. Defendant NEISD may be served with process by serving its Superintendent, Dr. Sean A. Maika, 8961 Tesoro Drive, San Antonio, Texas 78217, or wherever he may be found.

9. Defendant **Medical Wholesale, LLC** is a Texas limited liability company with its headquarters in San Antonio, Texas. Defendant Medical Wholesale, LLC may be served with process through its registered agent: Joseph B. Lawrence, 1270 N. Loop 1604 E., Suite 1306, San Antonio, Texas 78232.

IV.

Facts

10. This case arises out of the tragic, wrongful death of a minor child. On or about November 4, 2020, J.G., a four-year-old with severe learning and physical disabilities, was strangled while using a Rifton Activity Chair 830 (pictured below). Emergency resuscitation efforts were unsuccessful, and J.G. suffered a tragic death on November 8, 2020.



11. The Rifton Activity Chair was recommended, ordered, loaned, leased, and/or delivered to his home without instructions by Encino Park Elementary School and Defendant NEISD. The Rifton Activity Chair was manufactured, designed, distributed, and/or sold by Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC.

12. Plaintiffs hereby incorporate and re-allege all prior paragraphs as if fully set forth herein.

13. Defendants were negligent, negligent *per se*, and grossly negligent for the following reasons:

- a. Improperly recommending, ordering, loaning, leasing and/or delivering the chair in question;
- b. Failing to discover dangers of the Rifton Activity Chair and its component parts that Defendants knew or should have known about;

- c. Failing to disclose dangers of the Rifton Activity Chair and its component parts that Defendants knew or should have known about;
- d. Failing to provide adequate equipment;
- e. Failing to inspect the Rifton Activity Chair and its component parts;
- f. Failing to properly maintain the Rifton Activity Chair and its component parts;
- g. Failing to hire qualified and adequately trained employees and/or agents;
- h. Failing to properly train their employees and/or agents;
- i. Failing to supervise their employees and/or agents;
- j. Failing to create and/or enforce adequate safety policies and procedures;
- k. Failing to take proper action to prevent the incident in question;
- l. Failing to provide adequate instructions to Plaintiffs;
- m. Failing to provide adequate warnings to Plaintiffs;
- n. Vicariously liable for their employees and/or agents;
- o. Violating applicable government regulations, laws, and rules; and
- p. Other acts deemed negligent and grossly negligent.

14. Moreover, Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC manufactured, designed, distributed and/or sold the products – including the Rifton Activity Chair and its component parts – with design, manufacturing, and/or marketing defects.

15. *Marketing Defect and Failure to Warn:* The products were designed, manufactured, distributed, and/or sold with one or more marketing defects.

- a. There was an unreasonable risk in the intended or reasonably foreseeable use of such products;

- b. Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC knew, foresaw, or should have known about the aforementioned risk;
- c. Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC failed to adequately warn Plaintiffs of the risks, failed to instruct Plaintiffs of the aforementioned risks, and/or failed to adequately instruct Plaintiffs how to avoid the dangers; and
- d. The marketing defect(s) rendered the products unreasonably dangerous.

16. *Design Defect:* The products were designed, manufactured, distributed and/or sold with one or more design defects.

- a. Community Products, LLC and Church Community NY Inc. designed the products and knew of safer alternative designs that were available at the time of production;
- b. The safer alternative designs would have prevented or significantly reduced the aforementioned risks without substantially impairing the products' utility;
- c. The safer alternative designs were economically and technologically feasible at the time the products left Community Products, LLC and Church Community NY Inc.'s control; and
- d. The design defect(s) rendered the products unreasonably dangerous.

17. *Manufacturing Defect:* The products were designed, manufactured, distributed, and/or sold with one or more manufacturing defects. Community Products, LLC and Church Community NY Inc. manufactured the conditions, and at the time, deviated in the quality of construction, plan, and/or specifications rendering the condition unreasonably dangerous.

18. The design, manufacturing, and/or marketing defect(s) rendered the products unreasonably dangerous.

19. The design, manufacturing, and/or marketing defect(s), which rendered the products unreasonably dangerous, were the producing causes to Plaintiffs' injuries.

20. Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC, at all times relevant to this action, engaged in the business of designing, manufacturing, marketing, maintaining, distributing, or selling Rifton Activity Chairs and component parts.

21. Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC knew or intended that the Rifton Activity Chair and component parts designed, manufactured, marketed, maintained, distributed, or sold by Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC would be purchased, leased, or used by persons without the ability to adequately inspect the component parts of the product. Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC expressly represented to potential users that its Rifton Activity Chairs were safe for use.

22. The Rifton Activity Chair and component parts were defective and unsafe for its intended purpose.

23. Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC knew or should have known that:

- a. The Rifton Activity Chair and its component parts and others substantially similar to its designed, manufactured, marketed, distributed, maintained, leased, or sold by Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC were defective and dangerous;
- b. The Rifton Activity Chair and its component parts and others substantially similar to it could not safely be used for the purposes for which they were intended;
- c. The Rifton Activity Chair and its component parts and others substantially similar to it were defective and dangerous, and in conscious disregard of the safety of the public, placed them in the stream of commerce within public markets without warning of the defect;
- d. The Rifton Activity Chair and its component parts and others substantially

similar to it were placed in the stream of commerce for use without informing passenger and the public of its defects;

- e. The Rifton Activity Chair and its component parts and others substantially similar to it were safe when in fact they were not;

24. Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC in designing, manufacturing, marketing, distributing, maintaining, leasing, or selling the Rifton Activity Chair and its component parts and others substantially similar to it had a duty to Plaintiffs to do so in a reasonable manner and to ensure that the product was without defect. Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC breached these duties by placing the defective product into the stream of commerce when they knew or reasonably should have known of the Rifton Activity Chair's defective nature and of its propensity to cause harm to individuals such as Plaintiffs.

25. By placing the Rifton Activity Chair and its component parts and others substantially similar to it in the stream of commerce, Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC impliedly represented that they were safe for the purpose for which they were intended. Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC made further express representations through their product labeling, marketing materials, manuals, and other documents that the Rifton Activity Chair and its component parts were safe. As a direct and proximate result of Community Products, LLC, Church Community NY Inc., and Medical Wholesale, LLC's conduct in the designing, manufacturing, marketing, maintaining, distributing, leasing, or selling the defective Rifton Activity Chair and its component parts, Plaintiffs have been injured and suffered damages.

26. Community Products, LLC and Church Community NY Inc., their agents, servants, and employees impliedly and expressly warranted that they would properly, adequately, and safely design and manufacture the products. Community Products, LLC and Church Community NY Inc., their agents, servants, and employees breached these warranties in or more of the following ways:

- a. Failing to perform their work in a good and workmanlike manner;
- b. Failing to properly design the products;
- c. Failing to properly design the products' component parts;
- d. Failing to adequately design the products;
- e. Failing to properly test the products;
- f. Failing to properly test the products' component parts;
- g. Failing to provide the products for its intended purpose;
- h. Failing to provide the products' component parts for their intended purposes;
- and
- i. Other various breaches of warranty.

27. Plaintiffs suffered injuries and direct damages as a proximate cause of Community Products, LLC and Church Community NY Inc.'s breach of the express and implied warranties. Further, Plaintiffs suffered actual and consequential damages as a proximate cause of Community Products, LLC and Church Community NY Inc.'s breach of the express and implied warranties.

28. As a direct and proximate cause of Defendants' negligence, negligence per se, gross negligence, and the design, manufacturing, and marketing defects, Decedent sustained severe physical pain, fear, mental anguish, emotional distress, and died. Plaintiffs lost their

beloved son. Plaintiffs and Decedent have sustained in the past, and will continues to sustain in the future:

- a. Pre-death physical pain and suffering;
- b. Pre-death mental pain, suffering, emotional distress, and mental anguish;
- c. Loss of earning capacity and inheritance;
- d. Loss of fringe benefits;
- a. Past and future pecuniary loss;
- b. Past and future loss of services and support;
- c. Past and future loss of nurture, guidance, care, and instruction;
- d. Loss of enjoyment of life;
- e. Past and future loss of future pecuniary support;
- f. Past and future loss of society and companionship;
- g. Past and future emotional distress and mental anguish; and
- h. Past and future medical expenses;
- i. Funeral and burial expenses; and
- j. All other damages recoverable under the law.

29. In addition, Plaintiffs are entitled to punitive damages because the aforementioned actions of Defendants were grossly negligent. Defendants acted with flagrant and malicious disregard of J.G.'s (and others') health and safety. Defendants' acts and omissions involved an extreme degree of risk considering the probability and magnitude of potential harm to J.G. and others. Defendants had actual, subjective awareness of the risk, and consciously disregarded such risk. Accordingly, Plaintiffs are entitled to and seek exemplary damages.

30. Pursuant to Rule 47, Plaintiffs seek monetary relief within the jurisdictional limits of this Court and over \$1,000,000.00.

V.

Jury Demand

31. Plaintiffs hereby demand a trial by jury on all issues.

VI.

Prayer

Plaintiffs pray that this citation issue and be served upon Defendants in a form and manner prescribed by law, requiring that the Defendants appear and answer, and that upon final hearing, Plaintiffs have judgment against Defendants, both jointly and severally, in a total sum in excess of the minimum jurisdictional limits of this Court, plus pre-judgment and post-judgment interests, all costs of Court, attorneys' fees, punitive damages, and all such other and further relief, to which they may show themselves justly entitled.

Respectfully submitted,

ARNOLD & ITKIN LLP

/s/ Cory D. Itkin
Jason A. Itkin
Texas Bar No. 24032461
Cory D. Itkin
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ATTORNEYS FOR PLAINTIFF

Cause No. 2021CI24542

Jennifer Gillis and Tory Gillis,	§	In the District Court
Individually and on behalf of the	§	
Estate of J.G., a minor,	§	
<i>Plaintiffs,</i>	§	
	§	
vs.	§	438th Judicial District
	§	
Community Products, LLC d/b/a Rifton	§	
Equipment, Church Communities NY Inc.,	§	
North East Independent School District,	§	
and Medical Wholesale, LLC,	§	
<i>Defendants.</i>	§	Bexar County, Texas

DEFENDANT NORTH EAST INDEPENDENT SCHOOL DISTRICT'S
ORIGINAL ANSWER, AFFIRMATIVE DEFENSES,
AND PLEA TO THE JURISDICTION

Defendant North East Independent School District (“NEISD” or the “District”) files its Original Answer, Affirmative Defenses, and Plea to the Jurisdiction in this proceeding as follows:

I.
General Denial

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, NEISD generally denies all of the claims and allegations set forth in Plaintiffs’ Original Petition, and demands strict proof thereof by a preponderance of the evidence.

II.
Reservation of Right to Amend

Subject to the foregoing general denial, and without waiving the same, NEISD specifically reserves the right to answer the allegations contained in Plaintiffs’ Original Petition more fully at a later date when the facts concerning the same may be more exactly developed.

III.
Affirmative Defenses

Pursuant to Rule 94 of the Texas Rules of Civil Procedure, for further answer, and without waiving the foregoing, NEISD hereby asserts the following jurisdictional and affirmative defenses:

1. NEISD is immune from Plaintiffs' claims.
2. To the extent NEISD's immunity has been waived, which it has not, Plaintiffs' maximum recovery is limited to \$100,000 under Section 101.023(b) of the Civil Practice and Remedies Code.

IV.
Plea to the Jurisdiction

In this lawsuit, Plaintiffs bring direct negligence claims against NEISD based on the allegation that the District "recommended, ordered, loaned, leased, and/or delivered to [J.G.'s] home" the Rifton Activity Chair in which he unfortunately perished. However, the Texas Tort Claims Act only waives NEISD's governmental immunity for claims that arise from the negligent operation or use of a motor-driven vehicle by an employee acting within his scope of employment. *See* Tex. Civ. Prac. & Rem. Code §§ 101.021(1)(A); 101.051. Since Plaintiffs' claims against NEISD do not fall within this limited waiver of immunity, NEISD's immunity remains intact and Plaintiffs' lawsuit must be dismissed because the Court lacks subject-matter jurisdiction over such claims.

A. Standard For Granting A Plea To The Jurisdiction

A plea to the jurisdiction is a dilatory plea designed to defeat a cause of action without regard to the merits of the claim. *See Mission Consol. Indep. Sch. Dist. v. Garcia*, 372 S.W.3d 629, 635 (Tex. 2012). A movant may file a plea to the jurisdiction on any ground for which it claims the trial court lacks subject-matter jurisdiction. *See City of Austin v. L.S. Ranch, Ltd.*, 970 S.W.2d 750, 752 (Tex. App.—Austin 1998, no pet.). The trial court must then determine "at its earliest

opportunity whether it has the constitutional or statutory authority to decide the case.” *Tex. Dep’t of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 226 (Tex. 2004).

In deciding a plea to the jurisdiction, the trial court must not weigh the merits of the claim; rather, it should consider only the plaintiffs’ pleadings and any evidence necessary to resolve the issue of jurisdiction. *See County of Cameron v. Brown*, 80 S.W.3d 549, 555 (Tex. 2002). The burden is on the plaintiffs to allege facts affirmatively showing that the trial court has subject-matter jurisdiction. *See City of Dallas v. First Trade Union Savs. Bank*, 133 S.W.3d 680, 684 (Tex. App.—Dallas 2003, pet. denied). When a lawsuit is barred by governmental immunity, “dismissal with prejudice for want of jurisdiction is proper.” *City of Houston v. Rushing*, 7 S.W.3d 909, 914 (Tex. App.—Houston [1st Dist.] 1999, pet. denied) (en banc).

B. NEISD’s Governmental Immunity In General

The common-law doctrine of sovereign immunity provides that the state cannot be sued without its consent. *See City of Houston v. Williams*, 353 S.W.3d 128, 134 (Tex. 2011). As an independent school district, NEISD is a political subdivision of the state that enjoys protection under the analogous concept of governmental immunity, which “operates like sovereign immunity to afford similar protection to subdivisions of the state, including counties, cities, and school districts.” *Harris County v. Sykes*, 136 S.W.3d 635, 638 (Tex. 2004). Governmental immunity “exists to protect the government from lawsuits and liability for money damages,” *Linbeck Constr. Corp. v. City of Grand Prairie*, 293 S.W.3d 896, 899 (Tex. App.—Dallas 2009, pet. denied), as such lawsuits “hamper governmental functions by requiring tax resources to be used for defending lawsuits and paying judgments rather than using those resources for their intended purposes.” *Garcia*, 253 S.W.3d at 655.

Thus, in a suit against a government entity like a school district, the plaintiff must affirmatively demonstrate the court's subject-matter jurisdiction by alleging a valid waiver of immunity. *See Dallas Area Rapid Transit v. Whitley*, 104 S.W.3d 540, 542 (Tex. 2003). When no such waiver exists, the lawsuit is barred by that immunity and “dismissal with prejudice for want of jurisdiction is proper.” *See Rushing*, 7 S.W.3d at 914.¹

C. The Texas Tort Claims Act's Limited Waiver Of Immunity

Section 101.051 of the Tort Claims Act limits the Act's own application to school districts such that it only waives immunity for claims arising from the negligent operation or use of a motor vehicle by an employee of the district who is acting within the scope of his employment. *See Tex. Civ. Prac. & Rem. Code* §§ 101.021(1)(A); 101.051 (“Except as to motor vehicles, this chapter does not apply to a school district.”).

The Texas Supreme Court has provided helpful definitions for each of these operative words and phrases. “Arises from” requires “a nexus between the injury negligently caused by a governmental employee and the operation or use of a motor-driven vehicle” which involves more than the mere involvement of the vehicle; “operation” means “a doing or performing of a practical work”; and “use” means “to put or bring into action or service; to employ for or apply to a given purpose.” *LeLeaux v. Hamshire-Fannett Indep. Sch. Dist.*, 835 S.W.2d 49, 51 (Tex. 1992). The Fourteenth Court of Appeals examined various statutory definitions and judicial interpretations of the term “vehicle” and found:

The definition of ‘vehicle’ must logically be said to implicitly contain the concept that the device was designed to transport people or property upon the public highway. If a vehicle is simply every device which conceivably ‘may be’ used to transport persons or property, in the sense of ‘might’ be used, then a vast array of

¹ Significantly, a public school district's governmental immunity is not waived by the Texas Education Code's language that public school districts may “sue and be sued.” *Satterfield & Pontikes Const., Inc. v. Irving Indep. Sch. Dist.*, 197 S.W.3d 390, 391 (Tex. 2006); Tex. Educ. Code § 11.151(a).

self-propelled devices having no relation to the public highways would be included in these statutes governing the public roads and highways.

See Brookshire v. Houston Indep. Sch. Dist., 508 S.W.2d 675, 678 (Tex. App.—Houston [14th Dist.] 1974, no writ) (internal citations omitted) (holding that a forklift is not a vehicle for purposes of the Tort Claims Act’s limited waiver).

Simply put, Plaintiffs’ allegations do not involve a motor vehicle, much less one being operated by an NEISD employee. Therefore, Plaintiffs have failed to allege facts that demonstrate an applicable waiver of NEISD’s governmental immunity.

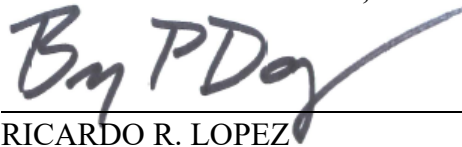
V.

Conclusion and Prayer

As set forth above, NEISD’s immunity has not been waived for any claim that could be brought under the factual circumstances alleged by Plaintiffs, and as a result these claims must be dismissed with prejudice for want of subject-matter jurisdiction.

Respectfully submitted,

**SCHULMAN, LOPEZ,
HOFFER & ADELSTEIN, LLP**



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**ATTORNEYS FOR DEFENDANT
NORTH EAST INDEPENDENT
SCHOOL DISTRICT**

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served on Plaintiffs' counsel of record on December 15, 2021, by electronic filing service as follows:

Jason A. Itkin and Cory D. Itkin
Arnold & Itkin, LLP
6009 Memorial Drive
Houston, Texas 77007
Email: e-service@arnolditkin.com
jaiteam@arnolditkin.com
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Attorney for Defendant, North East
Independent School District

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Cynthia Pacheco on behalf of Bryan Dahlberg
 Bar No. 24065113
 cpacheco@slh-law.com
 Envelope ID: 60052059
 Status as of 12/16/2021 2:23 PM CST

Associated Case Party: North East Independent School District

Name	BarNumber	Email	TimestampSubmitted	Status
Ricardo R.Lopez		rlopez@slh-law.com	12/15/2021 1:47:12 PM	SENT
Bryan P.Dahlberg		bdahlberg@slh-law.com	12/15/2021 1:47:12 PM	SENT
Amber Garza		agarza@slh-law.com	12/15/2021 1:47:12 PM	SENT
Cynthia A.Pacheco		cpacheco@slh-law.com	12/15/2021 1:47:12 PM	SENT

Associated Case Party: Jennifer Gillis

Name	BarNumber	Email	TimestampSubmitted	Status
Jason Aron Itkin	24032461	e-service@arnolditkin.com	12/15/2021 1:47:12 PM	SENT
Cory Itkin	24050808	citkin@arnolditkin.com	12/15/2021 1:47:12 PM	SENT

Associated Case Party: TORY GILLIS

Name	BarNumber	Email	TimestampSubmitted	Status
Cory Itkin	24050808	citkin@arnolditkin.com	12/15/2021 1:47:12 PM	SENT
Jason Aron Itkin	24032461	e-service@arnolditkin.com	12/15/2021 1:47:12 PM	SENT

12/17/2021 12:23 PM
Mary Angie Garcia
Bexar County District Clerk
Accepted By: Roy Bais

AFFIDAVIT OF SERVICE

State of Texas

County of Bexar

438th Judicial District Court

Case Number: 2021CI24542

Plaintiff:

Jennifer Gillis and Tory Gillis, individually and on behalf of the Estate of J. G., a minor

vs.

Defendant:

Community Products, LLC d/b/a Rifton Equipment, Church Communities NY, Inc., North East Independent School District, and Medical Wholesale, LLC

For:

Arnold & Itkin, LLP
6009 Memorial Drive
Houston, TX 77007

Received by Mike Techow on the 13th day of December, 2021 at 12:40 pm to be served on **Community Products, LLC d/b/a Rifton Equipment by serving its Registered Agent, United Corporate Services, Inc., 815 Brazos Street, Suite 500, Austin, Travis County, TX 78701.**

I, Mike Techow, being duly sworn, depose and say that on the **13th day of December, 2021 at 3:15 pm, I:**

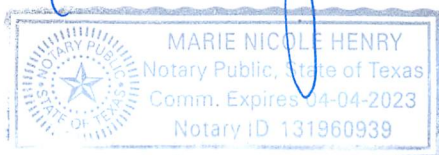
delivered to a **CORPORATION BY AND THROUGH ITS REGISTERED AGENT**, by delivering a true copy of the **Citation and Plaintiffs' Original Petition** with the date of service endorsed thereon by me, to: **Katy Klifford as Authorized agent** at the address of: **815 Brazos Street, Suite 500, Austin, Travis County, TX 78701** on behalf of **Community Products, LLC d/b/a Rifton Equipment**, and informed said person of the contents therein, in compliance with state statutes.

Description of Person Served: Age: 28, Sex: F, Race/Skin Color: White, Height: 5'11", Weight: 175, Hair: Black, Glasses: N

My name is Mike Techow. My date of birth is 6/26/1972. My work address is 809 Nueces, Austin, TX 78701. I declare under penalty of perjury that the foregoing is true and correct. Executed in Travis County on December 13th, 2021 by Mike Techow, declarant.

Subscribed and Sworn to before me on the 13th day of December, 2021 by the affiant who is personally known to me.


NOTARY PUBLIC





Mike Techow
PSC-1215, Exp. 7/31/2022

PM Legal, LLC
1235 Broadway
2nd Floor
New York, NY 10001
(347) 859-8821

Our Job Serial Number: MST-2021009429
Ref: 5791876

AFFIDAVIT OF SERVICE



P5791876

ARNOLD & ITKIN TRIAL LAWYERS LETICIA SAAVEDRA
IN THE DISTRICT COURT OF BEXAR COUNTY, TEXAS 438TH DISTRICT COURT
JENNIFER FILLIS AND TORY GILLIS, INDIVIDUALLY AND ON BEHALF OF THE
ESTATE OF J.G., A MINOR

PLAINTIFF

index No. 2021CI24542

Date Filed

File No. 376157

Court Date:

AFFIDAVIT OF SERVICE

- vs -
COMMUNITY PRODUCTS, LLC D/B/A RIFTON EQUIPMENT, ET AL.,
DEFENDANT

STATE OF Texas, COUNTY OF Bexar :SS:

Mike Tachon

, being duly sworn deposes and says:

Deponent is not a party herein, is over 18 years of age and resides in the State of Texas.

On December 13, 2021 at 3:15 PM,

at UNITED CORPORATE SERVICES, INC. 815 BRAZOS STREET, SUITE 500 AUSTIN, TX 78701

deponent served the within CITATION, PLAINTIFFS' ORIGINAL PETITION on: COMMUNITY PRODUCTS, LLC D/B/A RIFTON EQUIPMENT, the DEFENDANT therein named.

- ☐ #1 INDIVIDUAL By delivering a true copy of each to said recipient personally; deponent knew the person served to be the person described as said person therein.
- ☒ #2 CORPORATION By delivering a true copy of each to Katy Klifford personally,
deponent knew the person so served to be the Authorized Agent of the corporation, and authorized to accept service on behalf of the corporation.
- ☐ #3 SUITABLE AGE PERSON By delivering a true copy of each to _____ a person of suitable age and discretion.
Said premises is DEFENDANT's: [] actual place of business [] dwelling house (usual place of abode) within the state.
- ☐ #4 AFFIXING TO DOOR By affixing a true copy of each to the door of said premises, which is DEFENDANT's: [] actual place of business [] dwelling house (usual place of abode) within the state.

Deponent was unable, with due diligence to find DEFENDANT or a person of suitable age and discretion, having called thereat

on the _____ day of _____ at _____
on the _____ day of _____ at _____
on the _____ day of _____ at _____
on the _____ day of _____ at _____

Address confirmed by _____

- ☐ #5 MAIL COPY On _____ I deposited in the United States mail a true copy of the aforementioned documents properly enclosed and sealed in a post-paid wrapper addressed to the above address. Copy mailed 1st class mail marked personal and confidential not indicating on the outside thereof by return address or otherwise that said notice is from an attorney or concerns an action against the person to be served.

- ☒ #6 DESCRIPTION (USE WITH #1, 2 OR 3) Deponent describes the person served as aforesaid to the best of deponent's ability at the time and circumstances of the service as follows.

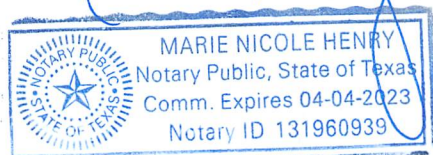
Sex: F Color: White Hair: Black
Age: 28 Height: 5'11" Weight: 175

OTHER IDENTIFYING FEATURES: _____

- ☐ #7 WITNESS FEES The authorized witness fee and / or traveling expenses were paid (tendered) to the DEFENDANT in the amount of \$ _____
- ☐ #8 MILITARY SRVC Deponent asked person spoken to whether the DEFENDANT was presently in military service of the United States Government or of the State of _____ and was informed that DEFENDANT was not.

- ☐ #9 OTHER

Marie Henry 12/15/21
NOTARY NAME & DATE



PM Legal, LLC
1235 BROADWAY 2ND FLOOR
NEW YORK, NY 10001
Reference No: 8-AITL-5791876

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Allara Klein on behalf of Cory Itkin
 Bar No. 24050808
 aklein@arnolditkin.com
 Envelope ID: 60133179
 Status as of 12/17/2021 2:05 PM CST

Associated Case Party: Jennifer Gillis

Name	BarNumber	Email	TimestampSubmitted	Status
Cory Itkin	24050808	citkin@arnolditkin.com	12/17/2021 12:23:21 PM	SENT
Jason Aron Itkin	24032461	e-service@arnolditkin.com	12/17/2021 12:23:21 PM	SENT

Associated Case Party: TORY GILLIS

Name	BarNumber	Email	TimestampSubmitted	Status
Cory Itkin	24050808	citkin@arnolditkin.com	12/17/2021 12:23:21 PM	SENT
Jason Aron Itkin	24032461	e-service@arnolditkin.com	12/17/2021 12:23:21 PM	SENT

Associated Case Party: North East Independent School District

Name	BarNumber	Email	TimestampSubmitted	Status
Ricardo R.Lopez		rlopez@slh-law.com	12/17/2021 12:23:21 PM	SENT
Bryan P.Dahlberg		bdahlberg@slh-law.com	12/17/2021 12:23:21 PM	SENT
Amber Garza		agarza@slh-law.com	12/17/2021 12:23:21 PM	SENT
Cynthia A.Pacheco		cpacheco@slh-law.com	12/17/2021 12:23:21 PM	SENT

AFFIDAVIT OF SERVICE

Accepted By: Shaamid M Gaitan
Bexar County - 438th District Court



P5791900

ARNOLD & ITKIN TRIAL LAWYERS LETICIA SAAVEDRA
IN THE DISTRICT COURT OF BEXAR COUNTY, TEXAS 438TH DISTRICT COURT
JENNIFER FILLIS AND TORY GILLIS, INDIVIDUALLY AND ON BEHALF OF THE
ESTATE OF J.G., A MINOR

- vs -
COMMUNITY PRODUCTS, LLC D/B/A RIFTON EQUIPMENT, ET AL.,
PLAINTIFF
DEFENDANT

index No. 2021CI24542
Date Filed
File No. 376157
Court Date:
AFFIDAVIT OF SERVICE

STATE OF TEXAS, COUNTY OF BEXAR :SS:

SADDI A. FRAZIER, being duly sworn deposes and says:

Deponent is not a party herein, is over 18 years of age and resides in the State of TEXAS.

On DECEMBER 13, 2021 at 4:51 PM,

at JOSEPH B. LAWRENCE 1270 N. LOOP 1604 E., SUITE 1306 SAN ANTONIO, TX 78232

deponent served the within CITATION, PLAINTIFFS' ORIGINAL PETITION on: MEDICAL WHOLESALE, LLC, the
DEFENDANT therein named.

- ☐ #1 INDIVIDUAL By delivering a true copy of each to said recipient personally; deponent knew the person served to be the person described as said person therein.
- ☒ #2 CORPORATION By delivering a true copy of each to DANIEL M. FOX, AGENT AUTHORIZED TO RECEIVE FOR REGISTERED AGENT JOSEPH B. LAWRENCE personally,
- ☐ #3 SUITABLE AGE PERSON deponent knew the person so served to be the _____ of the corporation, and authorized to accept service on behalf of the corporation. By delivering a true copy of each to _____ a person of suitable age and discretion. Said premises is **DEFENDANT's**: [] actual place of business [] dwelling house (usual place of abode) within the state.
- ☐ #4 AFFIXING TO DOOR By affixing a true copy of each to the door of said premises, which is **DEFENDANT's**: [] actual place of business [] dwelling house (usual place of abode) within the state.

Deponent was unable, with due diligence to find **DEFENDANT** or a person of suitable age and discretion, having called thereat

on the _____ day of _____ at _____
on the _____ day of _____ at _____
on the _____ day of _____ at _____
on the _____ day of _____ at _____

Address confirmed by _____

- ☐ #5 MAIL COPY On _____ I deposited in the United States mail a true copy of the aforementioned documents properly enclosed and sealed in a post-paid wrapper addressed to the above address. Copy mailed 1st class mail marked personal and confidential not indicating on the outside thereof by return address or otherwise that said notice is from an attorney or concerns an action against the person to be served.

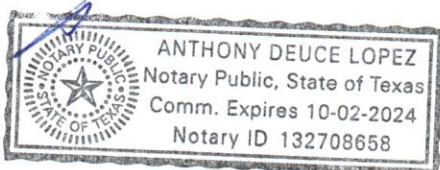
- ☒ #6 DESCRIPTION (USE WITH #1, 2 OR 3) Deponent describes the person served as aforesaid to the best of deponent's ability at the time and circumstances of the service as follows.

Sex: FEMALE Color: WHITE Hair: BLACK
Age: 45 Height: 5'4" Weight: 160

OTHER IDENTIFYING FEATURES: _____

- ☐ #7 WITNESS FEES The authorized witness fee and / or traveling expenses were paid (tendered) to the **DEFENDANT** in the amount of \$ _____
- ☐ #8 MILITARY SRVC Deponent asked person spoken to whether the **DEFENDANT** was presently in military service of the United States Government or of the State of _____ and was informed that **DEFENDANT** was not.
- ☐ #9 OTHER _____

NOTARY NAME & DATE



SADDI A. FRAZIER
PM Legal, LLC
1235 BROADWAY 2ND FLOOR
NEW YORK, NY 10001
Reference No: 8-AITL-5791900

AFFIDAVIT OF SERVICE

State of Texas

County of Bexar

438th Judicial District Court

Case Number: 2021CI24542

Plaintiff:

**JENNIFER GILLIS AND TORY GILLIS, INDIVIDUALLY AND ON BEHALF OF
THE ESTATE OF J.G., A MINOR**

vs.

Defendant:

**COMMUNITY PRODUCTS, LLC D/B/A RIFTON EQUIPMENT; CHURCH
COMMUNITIES NY INC.; NORTH EAST INDEPENDENT SCHOOL DISTRICT;
AND MEDICAL WHOLESALE, LLC**

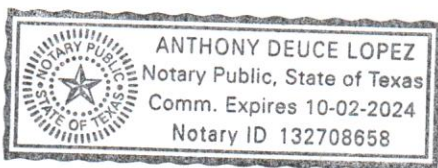
Received by Saddi A Frazier on the 13th day of December, 2021 at 12:04 pm to be served on **Medical Wholesale, LLC** by serving its Registered Agent Joseph B Lawrence, 1270 N. Loop 1604 E., Suite 1306, San Antonio, Bexar County, TX 78232.

I, Saddi A Frazier, being duly sworn, depose and say that on the **13th day of December, 2021** at **4:51 pm**, I:

DELIVERED a true copy of the **Citation and Plaintiff's Original Petition** to **Medical Wholesale, LLC** with the date of service endorsed thereon by me, by handing to **Dawn M. Fox** as **Agent authorized to receive for Medical Wholesale, LLC**, in person, at the address of: **1270 N. Loop 1604 E., Suite 1306, San Antonio, Bexar County, TX 78232**, and informed said person of the contents therein, in compliance with state statutes.

Description of Person Served: Age: 45, Sex: F, Race/Skin Color: White, Height: 5'4", Weight: 160, Hair: Black, Glasses: N

I am a private process server authorized by the Texas Judicial Branch Certification Commission. I am over the age of eighteen (18) and not a party to nor interested in the outcome of the suit referenced above. I have personal knowledge of each of the matters stated herein and the statements made in this Affidavit are true and correct.



State of TEXAS, County of BEXAR

Subscribed and Sworn to before me on the 14TH day
of DECEMBER, 2021 by the affiant who is
personally known to me.

NOTARY PUBLIC

Saddi A Frazier
Saddi A Frazier
PSC 12568 Ex. 3/31/2022

PM Legal
1235 Broadway, 2nd Floor
New York, NY 10001
(212) 233-4040

Our Job Serial Number: WDL-2021001790
Ref: 5791900

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Allara Klein on behalf of Cory Itkin
 Bar No. 24050808
 aklein@arnolditkin.com
 Envelope ID: 60194556
 Status as of 12/21/2021 9:33 AM CST

Associated Case Party: Jennifer Gillis

Name	BarNumber	Email	TimestampSubmitted	Status
Cory Itkin	24050808	citkin@arnolditkin.com	12/20/2021 4:07:13 PM	SENT
Jason Aron Itkin	24032461	e-service@arnolditkin.com	12/20/2021 4:07:13 PM	SENT
Cory D.Itkin		coryteam@arnolditkin.com	12/20/2021 4:07:13 PM	SENT

Associated Case Party: TORY GILLIS

Name	BarNumber	Email	TimestampSubmitted	Status
Cory Itkin	24050808	citkin@arnolditkin.com	12/20/2021 4:07:13 PM	SENT
Jason Aron Itkin	24032461	e-service@arnolditkin.com	12/20/2021 4:07:13 PM	SENT

Associated Case Party: North East Independent School District

Name	BarNumber	Email	TimestampSubmitted	Status
Ricardo R.Lopez		rlopez@slh-law.com	12/20/2021 4:07:13 PM	SENT
Bryan P.Dahlberg		bdahlberg@slh-law.com	12/20/2021 4:07:13 PM	SENT
Amber Garza		agarza@slh-law.com	12/20/2021 4:07:13 PM	SENT
Cynthia A.Pacheco		cpacheco@slh-law.com	12/20/2021 4:07:13 PM	SENT

CAUSE NO. 2021CI24542

JENNIFER GILLIS AND TORY GILLIS,	§	IN THE DISTRICT COURT
INDIVIDUALLY AND ON BEHALF OF THE	§	
ESTATE OF J.G., A MINOR,	§	
	§	
<i>Plaintiffs</i>	§	
VS.	§	438 TH JUDICIAL DISTRICT
	§	
COMMUNITY PRODUCTS, LLC D/B/A	§	
RIFTON EQUIPMENT, CHURCH	§	
COMMUNITIES NY INC., NORTH EAST	§	
INDEPENDENT SCHOOL DISTRICT, AND	§	
MEDICAL WHOLESALE, LLC	§	
	§	
<i>Defendants.</i>	§	BEXAR COUNTY, TEXAS

MEDICAL WHOLESALE, LLC'S ORIGINAL ANSWER AND VERIFIED DENIAL

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes, Medical Wholesale, LLC, Defendant in the above numbered and styled cause, files this, its original answer and respectfully shows the following:

I. General Denial

Pursuant to Texas Rule of Civil Procedure 92, Medical Wholesale, LLC, generally denies the allegations contained in Plaintiffs' original and live pleadings and respectfully requests that Plaintiff be required to prove their claims by a preponderance of the evidence as required by law.

II. Verified Denial

Defendant denies that it is a proper party to this lawsuit. Specifically Defendant denies that it manufactured or sold the subject Rifton Activity Chair 830 as alleged by Plaintiff. Accordingly there is a defect of the parties.

III. Jury Demand

Pursuant to rule 216 of the Texas Rules of Civil Procedure, Defendant demands a trial by jury and will tender the applicable jury fee with this answer.

WHEREFORE, PREMISES CONSIDERED, Defendant, Medical Wholesale, LLC prays that Plaintiff take nothing by this suit and that Defendant go hence without delay, and for such other and further relief, both general and special, at and in equity, to which Defendant may show themselves justly entitled.

Respectfully submitted,

MAYER, LLP

4040 Broadway, Suite 240
San Antonio, Texas 78209
214-379-6900 / Fax 214-379-6939

By: /s Jason Wilkes

Zach T. Mayer
State Bar No. 24013118
zmayer@mayerllp.com

Jason Wilkes
State Bar No. 24093368
jwilkes@mayerllp.com

Steve Barnett
State Bar No. 24092086
sbarnett@mayerllp.com

**ATTORNEYS FOR DEFENDANT
MEDICAL WHOLESale, LLC**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was e-filed to all parties of record on this 31st day of December, 2021.

/s/ Jason Wilkes
Jason Wilkes

Jason A. Itkin
Cory D. Itkin
Arnold & Itkin LLP
6009 Memorial Drive
Houston, Texas 77007
e-service@arnolditkin.com
jaiteam@arnolditkin.com
jitkin@arnolditkin.com
citkin@arnolditkin.com

VERIFICATION

STATE OF TEXAS §
COUNTY OF DALLAS §

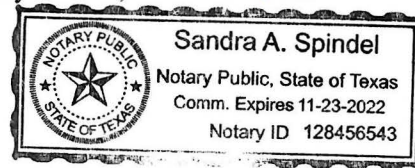
BEFORE ME, the undersigned authority, on this day personally appeared Jason Wilkes who, being by me duly sworn upon his oath, deposed and stated that he is duly qualified and authorized in all respects to make this verification on behalf of Defendant, that he has read the above and foregoing Original Answer with Verified Denial, and that the factual statements contained Paragraph 2 of the are within his personal knowledge and are true and correct.

Jason Wilkes

Jason Wilkes

SWORN TO AND SUBSCRIBED TO BEFORE ME on the 31st Day of December, 2021.

Sandra A. Spindel
Notary Public, State of Texas



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Lisa Henson on behalf of Jason Wilkes
 Bar No. 24093368
 lhenson@mayerllp.com
 Envelope ID: 60419689
 Status as of 1/4/2022 8:39 AM CST

Associated Case Party: Jennifer Gillis

Name	BarNumber	Email	TimestampSubmitted	Status
Cory Itkin	24050808	citkin@arnolditkin.com	12/31/2021 3:35:24 PM	SENT
Jason Aron Itkin	24032461	e-service@arnolditkin.com	12/31/2021 3:35:24 PM	SENT
Cory D.Itkin		coryteam@arnolditkin.com	12/31/2021 3:35:24 PM	SENT

Associated Case Party: TORY GILLIS

Name	BarNumber	Email	TimestampSubmitted	Status
Cory Itkin	24050808	citkin@arnolditkin.com	12/31/2021 3:35:24 PM	SENT
Jason Aron Itkin	24032461	e-service@arnolditkin.com	12/31/2021 3:35:24 PM	SENT

Associated Case Party: North East Independent School District

Name	BarNumber	Email	TimestampSubmitted	Status
Ricardo R.Lopez		rlopez@slh-law.com	12/31/2021 3:35:24 PM	SENT
Bryan P.Dahlberg		bdahlberg@slh-law.com	12/31/2021 3:35:24 PM	SENT
Amber Garza		agarza@slh-law.com	12/31/2021 3:35:24 PM	SENT
Cynthia A.Pacheco		cpacheco@slh-law.com	12/31/2021 3:35:24 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Chrysa Williams		CWilliams@mayerllp.com	12/31/2021 3:35:24 PM	SENT

Associated Case Party: Medical Wholesale, LLC

Automated Certificate of eService

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Lisa Henson on behalf of Jason Wilkes
Bar No. 24093368
lhenson@mayerllp.com
Envelope ID: 60419689
Status as of 1/4/2022 8:39 AM CST

Associated Case Party: Medical Wholesale, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Zach Mayer		zmayer@mayerllp.com	12/31/2021 3:35:24 PM	SENT
Jason Wilkes		jwilkes@mayerllp.com	12/31/2021 3:35:24 PM	SENT
Steven Barnett		sbarnett@mayerllp.com	12/31/2021 3:35:24 PM	SENT

CAUSE NO. 2021CI24542

JENNIFER GILLIS AND TORY	§	IN THE DISTRICT COURT
GILLIS, INDIVIDUALLY AND ON	§	
BEHALF OF THE ESTATE OF J.G.,	§	
A MINOR,	§	
	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	438TH JUDICIAL DISTRICT
	§	
COMMUNITY PRODUCTS, LLC	§	
D/B/A RIFTON EQUIPMENT,	§	
CHURCH COMMUNITES NY INC.,	§	
NORTH EAST INDEPENDENT	§	
SCHOOL DISTRICT, AND MEDICAL	§	
WHOLESALE, LLC,	§	
	§	
<i>Defendants.</i>	§	BEXAR COUNTY, TEXAS

NOTICE OF APPEARANCE

Please take notice that the undersigned attorneys, Jonathan D. Pauerstein and Christopher A. Wright, hereby appear in the above-styled cause as additional counsel of record for Plaintiffs and request that all future correspondence, pleadings, and other documents in this case be served upon them at the address referenced below.

Respectfully submitted,

/s/ Christopher A. Wright

Jonathan D. Pauerstein
State Bar No. 15637500
jpauerstein@rpsalaw.com
Christopher A. Wright
State Bar No. 24082114
cwright@rpsalaw.com
ROSENTHAL PAUERSTEIN
SANDOLOSKI AGATHER LLP
755 E. Mulberry, Suite 200
San Antonio, Texas 78212

Telephone: (210) 225-5000
Facsimile: (210) 354-4034

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on January 4, 2022, a true and correct copy of the foregoing document was served in accordance with the Texas Rules of Civil Procedure on the following:

Jason A. Itkin
Cory D. Itkin
ARNOLD & ITKIN LLP
6009 Memorial Drive
Houston, Texas 77007
Telephone: (713) 222-3800
Facsimile: (713) 222-3850
e-service@arnolditkin.com
jaiteam@arnolditkin.com
jitkin@arnolditkin.com
citkin@arnolditkin.com
Attorneys for Plaintiffs

Ricardo R. Lopez
Bryan P. Dahlberg
SCHULMAN, LOPEZ, HOFFER & ADELSTEIN, LLP
845 Proton Road
San Antonio, Texas 78258
Telephone: (210) 538-5385
Facsimile: (210) 538-5384
rlopez@slh-law.com
bdahlberg@slh-law.com
*Attorneys for North East
Independent School District*

/s/ Christopher A. Wright
Christopher A. Wright

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Delbert Trevino on behalf of Christopher Wright
 Bar No. 24082114
 dtrevino@rpsalaw.com
 Envelope ID: 60486521
 Status as of 1/5/2022 4:37 PM CST

Associated Case Party: North East Independent School District

Name	BarNumber	Email	TimestampSubmitted	Status
Ricardo R.Lopez		rlopez@slh-law.com	1/4/2022 3:51:17 PM	SENT
Bryan P.Dahlberg		bdahlberg@slh-law.com	1/4/2022 3:51:17 PM	SENT
Amber Garza		agarza@slh-law.com	1/4/2022 3:51:17 PM	SENT
Cynthia A.Pacheco		cpacheco@slh-law.com	1/4/2022 3:51:17 PM	SENT

Associated Case Party: Jennifer Gillis

Name	BarNumber	Email	TimestampSubmitted	Status
Jason Aron Itkin	24032461	e-service@arnolditkin.com	1/4/2022 3:51:17 PM	SENT
Cory Itkin	24050808	citkin@arnolditkin.com	1/4/2022 3:51:17 PM	SENT
Cory D.Itkin		coryteam@arnolditkin.com	1/4/2022 3:51:17 PM	SENT
Christopher Wright		cwright@rpsalaw.com	1/4/2022 3:51:17 PM	SENT
Delbert Trevino		dtrevino@rpsalaw.com	1/4/2022 3:51:17 PM	SENT
Jonathan DPauerstein		jpauerstein@rpsalaw.com	1/4/2022 3:51:17 PM	SENT
Elizabeth Carrillo		ecarrillo@rpsalaw.com	1/4/2022 3:51:17 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Chrysa Williams		CWilliams@mayerllp.com	1/4/2022 3:51:17 PM	SENT

Associated Case Party: TORY GILLIS

Name
Cory Itkin

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Delbert Trevino on behalf of Christopher Wright
 Bar No. 24082114
 dtrevino@rpsalaw.com
 Envelope ID: 60486521
 Status as of 1/5/2022 4:37 PM CST

Associated Case Party: TORY GILLIS

Jason Aron Itkin	24032461	e-service@arnolditkin.com	1/4/2022 3:51:17 PM	SENT
Elizabeth Carrillo		ecarrillo@rpsalaw.com	1/4/2022 3:51:17 PM	SENT
Christopher Wright		cwright@rpsalaw.com	1/4/2022 3:51:17 PM	SENT
Jonathan DPauerstein		jpauerstein@rpsalaw.com	1/4/2022 3:51:17 PM	SENT
Delbert Trevino		dtrevino@rpsalaw.com	1/4/2022 3:51:17 PM	SENT

Associated Case Party: Medical Wholesale, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Zach Mayer		zmayer@mayerllp.com	1/4/2022 3:51:17 PM	SENT
Jason Wilkes		jwilkes@mayerllp.com	1/4/2022 3:51:17 PM	SENT
Steven Barnett		sbarnett@mayerllp.com	1/4/2022 3:51:17 PM	SENT

CAUSE NO. 2021CI24542

Jennifer Gillis and Tory Gillis,	§	IN THE DISTRICT COURT OF
Individually and on behalf of the	§	
Estate of J.G., a minor,	§	
	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	BEXAR COUNTY, TEXAS
	§	
Community Products, LLC d/b/a Rifton	§	
Equipment, Church Communities NY Inc.,	§	
North East Independent School District,	§	
and Medical Wholesale, LLC,	§	
	§	
<i>Defendants.</i>	§	438th JUDICIAL DISTRICT

**Plaintiffs' Notice of Nonsuit Without Prejudice of
North East Independent School District and Medical Wholesale, LLC**

Pursuant to Rule 162 of the Texas Rules of Civil Procedure, Plaintiffs hereby voluntarily nonsuit and dismiss without prejudice their claims against Defendants North East Independent School District and Medical Wholesale, LLC. Plaintiffs are not nonsuiting any other defendant and retain their claims against all remaining defendants. Taxable costs are to be borne by the parties incurring the same.

Plaintiffs request that this Court enter the attached Order acknowledging that Plaintiffs nonsuit their claims against Defendants North East Independent School District and Medical Wholesale, LLC without prejudice.

Respectfully submitted,

ARNOLD & ITKIN LLP

/s/ Cory D. Itkin

Jason A. Itkin
Texas Bar No. 24032461
Cory D. Itkin
State Bar No. 24050808
6009 Memorial Drive
Houston, Texas 77007
Telephone: (713) 222-3800
Facsimile: (713) 222-3850
e-service@arnolditkin.com
jaiteam@arnolditkin.com
jitkin@arnolditkin.com
citkin@arnolditkin.com

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

This is to certify that on January 25, 2022 a true and correct copy of the above and foregoing was served upon all counsel of record in compliance with Texas Rules of Civil Procedure.

/s/ Cory D. Itkin

Cory D. Itkin

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Leticia Saavedra on behalf of Cory Itkin
 Bar No. 24050808
 lsaavedra@arnolditkin.com
 Envelope ID: 61148886
 Status as of 1/26/2022 1:28 PM CST

Associated Case Party: Jennifer Gillis

Name	BarNumber	Email	TimestampSubmitted	Status
Jason Aron Itkin	24032461	e-service@arnolditkin.com	1/25/2022 11:36:29 PM	SENT
Cory Itkin	24050808	citkin@arnolditkin.com	1/25/2022 11:36:29 PM	SENT
Elizabeth Carrillo		ecarrillo@rpsalaw.com	1/25/2022 11:36:29 PM	SENT
Delbert Trevino		dtrevino@rpsalaw.com	1/25/2022 11:36:29 PM	SENT
Christopher Wright		cwright@rpsalaw.com	1/25/2022 11:36:29 PM	SENT
Jonathan DPauerstein		jpauerstein@rpsalaw.com	1/25/2022 11:36:29 PM	SENT
Cory D.Itkin		coryteam@arnolditkin.com	1/25/2022 11:36:29 PM	SENT

Associated Case Party: TORY GILLIS

Name	BarNumber	Email	TimestampSubmitted	Status
Jason Aron Itkin	24032461	e-service@arnolditkin.com	1/25/2022 11:36:29 PM	SENT
Elizabeth Carrillo		ecarrillo@rpsalaw.com	1/25/2022 11:36:29 PM	SENT
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Delbert Trevino		dtrevino@rpsalaw.com	1/25/2022 11:36:29 PM	SENT

Associated Case Party: North East Independent School District

Name	BarNumber	Email	TimestampSubmitted	Status
Ricardo R.Lopez		rlopez@slh-law.com	1/25/2022 11:36:29 PM	SENT
Bryan P.Dahlberg		bdahlberg@slh-law.com	1/25/2022 11:36:29 PM	SENT
Amber Garza		agarza@slh-law.com	1/25/2022 11:36:29 PM	SENT
Cynthia A.Pacheco		cpacheco@slh-law.com	1/25/2022 11:36:29 PM	SENT

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Leticia Saavedra on behalf of Cory Itkin
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Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Chrysa Williams		CWilliams@mayerllp.com	1/25/2022 11:36:29 PM	SENT

Associated Case Party: Medical Wholesale, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Zach Mayer		zmayer@mayerllp.com	1/25/2022 11:36:29 PM	SENT
Jason Wilkes		jwilkes@mayerllp.com	1/25/2022 11:36:29 PM	SENT
Steven Barnett		sbarnett@mayerllp.com	1/25/2022 11:36:29 PM	SENT

CAUSE NO. 2021CI24542

Jennifer Gillis and Tory Gillis,	§	IN THE DISTRICT COURT OF
Individually and on behalf of the	§	
Estate of J.G., a minor,	§	
	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	BEXAR COUNTY, TEXAS
	§	
Community Products, LLC d/b/a Rifton	§	
Equipment, Church Communities NY Inc.,	§	
North East Independent School District,	§	
and Medical Wholesale, LLC,	§	
	§	
<i>Defendants.</i>	§	438th JUDICIAL DISTRICT

**ORDER ACKNOWLEDGING NONSUIT WITHOUT PREJUDICE OF
NORTH EAST INDEPENDENT SCHOOL DISTRICT
& MEDICAL WHOLESALE, LLC**

The Court has been advised that Plaintiffs desire to nonsuit their claims against Defendants North East Independent School District and Medical Wholesale, LLC without prejudice. The Court hereby acknowledges that Plaintiffs nonsuit their claims against these defendants without prejudice.

IT IS THEREFORE ORDERED that all claims by Plaintiffs against Defendants North East Independent School District and Medical Wholesale, LLC are hereby dismissed without prejudice. Plaintiffs' claims against the remaining defendants continue. All costs of suit are to be borne by the parties incurring the same.

SIGNED this _____ day of _____, 2022.

Judge Presiding

CAUSE NO. 2021CI24542

JENNIFER GILLIS and TORY GILLIS,
Individually and on Behalf of the
ESTATE OF J.G., A Minor

Plaintiffs,

VS.

COMMUNITY PRODUCTS, LLC d/b/a
RIFTON EQUIPMENT, CHURCH
COMMUNITIES NY, INC., NORTH EAST
INDEPENDENT SCHOOL DISTRICT
and MEDICAL WHOLESALE, LLC

Defendants.

IN THE DISTRICT COURT

438TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

DEFENDANT COMMUNITY PRODUCTS, LLC d/b/a RIFTON
EQUIPMENT'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES **COMMUNITY PRODUCTS, LLC d/b/a RIFTON EQUIPMENT**, Defendant in the above-entitled and numbered cause, and files this ORIGINAL ANSWER replying to PLAINTIFFS' ORIGINAL PETITION and for same says:

GENERAL DENIAL

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant **COMMUNITY PRODUCTS, LLC d/b/a RIFTON EQUIPMENT** enters a general denial and demands that Plaintiffs prove their allegations by a preponderance of the evidence.

NOTICE OF CONSENT TO ELECTRONIC SERVICE


Defendant **COMMUNITY PRODUCTS, LLC d/b/a RIFTON EQUIPMENT** consents to electronic service of pleadings, motions, orders, notices, and discovery in this cause **only** when service is completed through eFileTexas.gov, the state-authorized electronic filing manager.

PRAYER

WHEREFORE, Defendant **COMMUNITY PRODUCTS, LLC d/b/a RIFTON EQUIPMENT** prays that Plaintiffs recover nothing from it by way of this suit; that this Defendant recover costs of court, and for such other and further relief, both at law and in equity, to which this Defendant may be justly entitled.

Respectfully submitted,

BROCK ♦ GUERRA
STRANDMO DIMALINE JONES, P.C.
17339 Redland Road
San Antonio, Texas 78247-2304
(210) 979-0100 Telephone
(210) 979-7810 Facsimile

BY: 
JOHN A. GUERRA
State Bar No. 08576180
Email: jguerra@brock.law
MARK R. STRANDMO
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Email: mstrandmo@brock.law

ATTORNEYS FOR DEFENDANT
COMMUNITY PRODUCTS, LLC d/b/a
RIFTON EQUIPMENT

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing has been served in accordance with the Texas Rules of Civil Procedure on this 31st day of January, 2022, to:

Jason A. Itkin
Cory D. Itkin
Arnold & Itkin LLP
6009 Memorial Drive
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-AND-

Jonathan D. Pauerstein
Christopher A. Wright
Rosenthal Pauerstein Sandoloski
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JOHN A. GUERRA
MARK R. STRANDMO

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Lori Aniol on behalf of John Guerra
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Associated Case Party: Jennifer Gillis

Name	BarNumber	Email	TimestampSubmitted	Status
Jonathan DPauerstein		jpauerstein@rpsalaw.com	1/31/2022 11:17:38 AM	SENT
Delbert Trevino		dtrevino@rpsalaw.com	1/31/2022 11:17:38 AM	SENT
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Associated Case Party: TORY GILLIS

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Jennifer Reed		jreed@rpsalaw.com	1/31/2022 11:17:38 AM	SENT

Associated Case Party: North East Independent School District

Name
Ricardo R.Lopez
Bryan P.Dahlberg
Amber Garza

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Associated Case Party: North East Independent School District

Cynthia A.Pacheco		cpacheco@slh-law.com	1/31/2022 11:17:38 AM	SENT
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Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Chrysa Williams		CWilliams@mayerllp.com	1/31/2022 11:17:38 AM	SENT
John Anthony Guerra	8576180	jguerra@brock.law	1/31/2022 11:17:38 AM	SENT
Mark R.Strandmo		mstrandmo@brock.law	1/31/2022 11:17:38 AM	SENT

Associated Case Party: Medical Wholesale, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Zach Mayer		zmayer@mayerllp.com	1/31/2022 11:17:38 AM	SENT
Jason Wilkes		jwilkes@mayerllp.com	1/31/2022 11:17:38 AM	SENT
Steven Barnett		sbarnett@mayerllp.com	1/31/2022 11:17:38 AM	SENT

JENNIFER GILLIS and TORY GILLIS,
Individually and on Behalf of the
ESTATE OF J.G., A Minor

VS.

COMMUNITY PRODUCTS, LLC d/b/a
RIFTON EQUIPMENT, CHURCH
COMMUNITIES NY, INC., NORTH EAST
INDEPENDENT SCHOOL DISTRICT
and MEDICAL WHOLESALE, LLC

Defendants.

438TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES **COMMUNITY PRODUCTS, LLC d/b/a RIFTON EQUIPMENT**,
Defendant in the above-entitled and numbered cause, and makes this DEMAND FOR JURY
TRIAL.

Respectfully submitted,

BROCK ♦ GUERRA
STRANDMO DIMALINE JONES, P.C.
 17339 Redland Road
 San Antonio, Texas 78247-2304
 (210) 979-0100 Telephone
 (210) 979-7810 Facsimile

BY:

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MARK R. STRANDMO

State Bar No. 00786264

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**ATTORNEYS FOR DEFENDANT
COMMUNITY PRODUCTS, LLC d/b/a
RIFTON EQUIPMENT**

CERTIFICATE OF SERVICE

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6009 Memorial Drive
Houston, Texas 77007
-AND-

Jonathan D. Pauerstein
Christopher A. Wright
Rosenthal Pauerstein Sandoloski
Agather LLP
755 E. Mulberry, Suite 200
San Antonio, Texas 78212
Attorneys for Plaintiffs

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jaiteam@arnolditkin.com
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citkin@arnolditkin.com

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cwright@rpsalaw.com

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Bryan P. Dahlberg
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***Attorneys for North East Independent
School District***

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San Antonio, Texas 78209
Attorneys for Medical Wholesale, LLC

Fax No. 214/379-6939
Email: zmayer@mayerllp.com
jwilkes@mayerllp.com
sbarnett@mayerllp.com



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Associated Case Party: North East Independent School District

Name
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